

DEPARTMENT OF THE ARMY

Headquarters, 52d Ordnance Group (EOD)

5011 N. 26th

Forest Park, GA 30050-5192

AFYB-CDR
1997

1 April

**MEMORANDUM OF AGREEMENT
BETWEEN**

U.S. ARMY 52ND ORDNANCE GROUP

AND

U.S. ARMY ENGINEERING AND SUPPORT CENTER, HUNTSVILLE

SUBJECT: Memorandum of Agreement

1. **PURPOSE.** To establish mutually agreed upon terms and conditions between the 52nd Ordnance Group (EOD) and the U.S. Army Engineering and Support Center, Huntsville (USAESCH) for the command responsibilities and support required for ordnance and explosive (OE) environmental restoration activities at Formerly Used Defense (FUD) sites, Base Realignment and Closure (BRAC) sites, and active Department of Defense (DoD) installations under the Installation Restoration Program (IRP) where known or suspected OE exists.

2. **SCOPE.** This memorandum applies to the Headquarters, 52nd Ordnance Group (EOD) and all subordinate units, to the USAESCH, and all other U. S. Army Corps of Engineers (USACE) activities involved in OE response.

3. **DEFINITIONS.**

a. **Base Realignment and Closure (BRAC) sites:** Those properties currently owned or leased by DoD and used for military purposes which have been identified as excess to DoD needs and are to be sold, transferred or returned to a non-DoD activity or private party. DoD retains control over these sites, and responsibility for environmental restoration.

b. **Defense Environmental Restoration Program (DERP):** The overall DoD program to remediate OE-contaminated DoD property. This includes former DoD property (FUD sites), current property to be transferred (BRAC sites), and current property on active installations (IRP sites).

c. **Explosive ordnance disposal (EOD) Emergency Response:** Any response to an actual or potential threat to human health, the environment, public safety, or public or private property posed by a munition or explosives. On-site disposal or transportation to a suitable emergency disposal site of the OE as necessary to mitigate the threat to human health or the environment is considered an integral part of such a response action.

d. Formerly Used Defense (FUD) sites: Those properties previously owned, leased or otherwise possessed or used by the DoD for military purposes. DoD no longer has control over these sites, but has responsibility for environmental restoration. EOD personnel assume no right of entry unless USACE personnel have completed a Right of Entry Agreement (example at Appendix A).

e. Installation Restoration Program (IRP) : The program to remediate contamination at active installations under DERP. Those properties currently owned or leased by a DoD activity, operated as an active installation, and needing remediation due to the presence of contamination, including OE.

f. Ordnance and Explosives (OE): All munitions containing explosives, propellants, nuclear fission or fusion materials, biological or chemical agents (as defined in AR 50-6) or bulk explosives. Examples include bombs, rocket and missile warheads and motors, artillery and mortar projectiles, mines, torpedoes, depth charges, fuzes, pyrotechnics, small arms (to include electric and mechanical actuated cartridges and devices), and bulk explosives or residue. Not included are examples such as the various Live Agent Simulant Kits, oxygen or acetylene tanks, or non-munition scrap metal.

g. Site Investigations: Trips taken to sites to confirm the presence of OE or determine the extent of OE contamination. USACE government employees and contractors would in most cases be capable of disposing of found OE. Some site investigations involve only geophysical mapping, with no intrusive work. In these cases neither the government nor contractor employees would be capable of disposing of OE. If small quantities of OE are discovered during geophysical mapping that present a safety hazard EOD personnel will respond to a request from a civil or law enforcement official as required. If the area is contaminated with OE then USACE or contractor personnel must secure the area until USACE can determine a solution.

h. Site Visits: Trips taken to sites for the purpose of conducting preliminary assessments or archives searches, or to gather data for writing scopes of work or work plans. Government employees and contractors are not tasked or equipped at this point to dispose of found OE, and are not allowed to conduct OE activities during these site visits. If OE is discovered and presents a safety hazard EOD personnel would respond to a request from a civil or law enforcement official as required.

i. Third Party sites: Sites where OE is discovered that are not owned, leased or operated by DoD, and are not FUD, BRAC, or IRP sites. If small quantities of OE are discovered that present a safety hazard EOD personnel would respond to a request from a civil or law enforcement official as required. If the area is contaminated with OE then USACE or contractor personnel must secure the area until USACE can determine a solution.

4. GENERAL.

a. USAESCH is the Center of Expertise and Design, with responsibilities for OE from the site investigation through removal design. It is responsible for all OE activities at FUD sites, and may be involved in BRAC and IRP sites. Installations involved in BRAC and IRP actions may request USAESCH assistance, or may seek assistance from other agencies.

b. The 52nd Ordnance Group (EOD) is the command and control headquarters for all Army EOD companies and battalions located in the continental United States (CONUS), to include the U.S. Virgin Islands and Puerto Rico. Subordinate units maintain EOD Response Teams which evaluate, render safe, and remove conventional, chemical/biological, or nuclear ordnance, or improvised explosive devices that pose an immediate threat to public safety. While subordinate units are trained and equipped for combat operations, they may also support a variety of peacetime missions, to include range surface clearance operations of active Army installations. Subordinate units of the 52nd are not intended to operate as OE clearance or disposal contractors, to certify property as clear of OE, or to serve as transportation or explosives supply assets to contractor operations.

c. Per U.S. Army Corps of Engineers memo dated 10 January 1995 (Appendix B) USAESCH is the single point of contact (POC) for all Corps of Engineers Districts and organizations for coordination with Army EOD organizations.

d. No additional manpower spaces will be required from the other party. Each party will execute its responsibilities from the resources allocated through the normal allocation process.

5. USAESCH RESPONSIBILITIES.

a. The USAESCH will plan and conduct OE remediation for FUD sites, and certain BRAC and IRP sites when requested by the installation.

b. The Commander, USAESCH will do the following.

(1) Designate a single POC (Mr. Gregory Bayuga, DSN 760-1596/Comm (205) 895-1596) responsible for coordinating and directing all USAESCH requests for EOD assistance.

(2) Prepare programmatic schedules and major project milestones. Provide schedules and updates to the 52nd Ordnance Group as soon as developed.

(3) Advise the 52nd Ordnance Group in writing of all site visits and investigations to sites with potential OE as soon as the visits are scheduled.

(4) Ensure USACE Geographic District personnel know to contact the nearest EOD Company through the local law enforcement or civil authority for emergency response.

(5) Provide in-house or contract unexploded ordnance (UXO) support for all OE intrusive site investigations and removal actions.

(6) Obtain the appropriate Right of Entry agreements, with provisions for on-site disposal, for sites under OE investigation or removal action. An example of a Right of Entry Agreement is at Appendix A. USAESCH will ensure Option D. (dispose of ordnance and explosive waste by detonation) is added to the main text of the agreement.

(7) Provide the necessary permits and manifests required when OE is transported off-site for disposal or storage.

(8) For a USACE contract, a UXO Safety Specialists shall make the final determination if UXO is safe or unsafe for USACE contractors to move.

(9) Provide personnel or coordinate with local authorities to secure UXO items until an EOD Response Team responds to the site. If overnight security is required after the EOD Response Team has arrived, USAESCH will coordinate the support.

(10) Respond to news media and public inquiries concerning FUD site OE disposal activities.

(11) Provide contractor or in-house support for excavation if requested by the 52nd Ordnance Group.

(12) Provide site safety and health plans for OE site investigations and removal actions to 52nd Ordnance Group for information.

(13) Provide funding as required for EOD reimbursable expenses such as consumables, fuel, batteries, maintenance or replacement of damaged equipment, personnel travel, and per diem.

6. 52ND ORDNANCE GROUP (EOD) RESPONSIBILITIES.

a. The 52nd Ordnance Group (EOD) will support USAESCH during the execution of DERP FUD, BRAC, and IRP site clearances/remediation in the capacity of emergency EOD response.

b. The Commander, 52nd Ordnance Group (EOD) will do the following.

(1) Designate a single POC (MAJ Richard Bingman, DSN 797-5971/Comm (404) 363-5971) responsible for coordinating and directing EOD activities with USAESCH.

(2) After coordinating field activity with USAESCH, the S3, 52nd Ordnance Group will task an EOD battalion to schedule resources to be available during the scheduled action based upon the geographic location of the site. The EOD battalion will task an EOD company to support USAESCH personnel at the site.

(3) EOD companies will send EOD Response Teams in response to requests from USAESCH personnel for emergency render safe and disposal procedures. Normally, USAESCH personnel would only require emergency EOD support during a Site Investigation. EOD Response Teams of the 52nd will positively identify the munitions or explosives present at the site, and proceed with render safe and disposal actions. If the EOD Team Leader finds and identifies numerous munitions or explosives requiring extensive clearance operations, the EOD Response Team will abate the immediate safety threat only. The 52nd Ordnance Group will then recommend USAESCH identify the site as requiring full remediation.

(4) On a limited basis provide explosive ordnance reconnaissance and explosive safety training to selected USACE personnel.

(5) On a limited basis serve as technical consultants or advisors if requested by USAESCH.

c. The EOD Response Team Leader will be in control of the emergency incident, but will consult with the USAESCH UXO Safety Specialist on site regarding the render safe and disposal procedures. If the EOD Response Team Leader and the UXO Safety Specialist cannot reach agreement the EOD Team Leader will return control of the site to the UXO Safety Specialist and return to station.

7. FUNDING.

a. USAESCH will provide funding by Military Interdepartmental Purchase Request (MIPR) to Headquarters, 52nd Ordnance Group (EOD), ATTN: AFYB-DCO/Budget, 5011 N. 26th Street, Ft Gillem, GA 30050-5192 for coordinated EOD support. The tasked EOD battalion will provide estimated EOD funding requirements to USAESCH based on programmatic workplans.

b. The 52nd Ordnance Group will provide funding for emergency response actions involving conventional munition incidents (duration of no more than two days). Conventional incidents longer than two days, or incidents involving chemical or biological munitions which require extensive on-site support (duration of greater than seven days) will be handled on a case by case basis, and will also require coordination with the Chemical and Biological Defense Command (CBDCOM).

8. DURATION AND REVIEW.

a. This memorandum becomes effective upon the date of signature by both the 52nd Ordnance Group Commander and the U.S. Army Engineering and Support Center, Huntsville Commander.

b. Either Commander can initiate changes or review at any time as a joint action, or can revoke it with 60 days notice to the other command.

/S/ 3 Apr 97
JOSEPH H. DAVES DATE
COL, OD
Commanding

 /S/ 18 Jul 97
WALTER J. CUNNINGHAM DATE
COL, EN
Commanding

1. Appendix A: Right of Entry Agreement
2. Appendix B: U.S. Army Corps of Engineers Memo

DEPARTMENT OF THE ARMY
RIGHT OF ENTRY FOR
ENVIRONMENTAL ASSESSMENT AND RESPONSE

(Project, Installation or Activity)

(Tract Number, Address or Property Identification)

The undersigned, herein called the "Owner", in consideration for the mutual benefits of the work described below, hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an irrevocable and assignable right to enter in, on, over and across the land described in Schedule A, for a period not to exceed _____ months, beginning with the date of the signing of this instrument, and terminating with the earlier of the completion of the remediation or the filing of a notice of termination in the local land records by the representative of the United States in charge of the (Project Name), for use by the United States, its representatives, agents, contractors and assigns, as a work area for environmental investigation and response; including the right to store, move and remove equipment and supplies; erect and remove temporary structures on the land; investigate and collect samples; (excavate and remove ordnance and explosive waste, pollutants, hazardous substances, contaminated soils, containerized waste, and replace with uncontaminated soil); 1/; and perform any other such work which may be necessary and incident to the Government's use for the investigation and response on said lands; subject to existing easements for public roads and highways, public utilities, railroads and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the right and right-of-entry hereby acquired.

1/ Add or substitute the following, as appropriate:

- a. (excavate and remove all storage tanks (above, at and below ground level), contents and appurtenant piping;)
- b. (demolish and dispose of former military structures and debris;)
- c. (construct, operate, maintain, alter, repair and remove groundwater monitoring wells, groundwater purification and injection systems, appurtenances thereto and other devices for the monitoring and treatment of contamination in soil, air and water;)
- d. (dispose of ordnance and explosive waste by detonation;)

2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purposes listed above.

3. All tools, equipment and other property taken upon or placed upon the described land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this permit or right-of-entry.

4. Upon the expiration or termination of this right-of-entry, the Government shall restore the ground contour, replace any pavement or other cover which was removed or damaged for this work, establish a groundcover of grass on areas not otherwise covered and reconnect any operating utility lines which were required to be disconnected or otherwise disrupted.

5. The land subject to this permit or right-of-entry is located in _____, State of _____ and is particularly described as follows:

WITNESS MY HAND AND SEAL this _____ day of _____, 19_____.

_____ (SEAL)

_____ (SEAL)

UNITED STATES OF AMERICA

By

DEPARTMENT OF THE ARMY

Headquarters, 52d Ordnance Group (EOD)

5011 n. 26th

Forest Park, GA 30050-5192

1997 APR -8 AM 8:09

AFYB-CDR

1 April 1997

MEMORANDUM FOR Commander, USAESCH, ATTN: CEHND-PM-MC, Huntsville,
AL. 35807-4301

SUBJECT: Memorandum of Agreement

1. This memorandum details Explosive Ordnance Disposal support to the U.S. Army Engineering and Support Center, Huntsville (USAESCH).
2. All corrections and comments from your letter dtd 28 March 97 have been incorporated with the exception of recommendations in paras 1.d and 1.e. The last sentence of para 3.g of the MOA will remain with the enclosed modifications. Also the last sentence of para 3.i of the MOA will remain because as seen in the case of Fontana, CA it is your responsibility to provide a contract even in third party situations. The paragraphs will not be re-lettered due to the fact that para 3.f of the MOA is a definition and needs to remain in the document.
3. Request your Commander provide his signature and return a copy to this Headquarters.
4. Contact MSG Simpson or SFC Hunter, DSN 797-5892/3325, COMM (404) 363-5892/362-3325 if any questions arise.


JOSEPH H. DAVES
COL OD
Commanding